

There is an old case, *Peter v. Compton*, Skin. 353, 1 Smith's Lead. Cas. 143, where the plaintiff declared, that in consideration of one guinea paid by him to the defendant, the defendant promised the plaintiff to pay him so many on his marriage. The inference is that an agreement by parol is not necessarily void, because it contemplates marriage as the event or contingency, on the happening of which the contract is to be performed. But the case is always cited for the point, that an agreement not to be performed within one year from the making thereof, within the Statute, means an agreement which appears from its terms to be incapable of performance within the year.

Sale of lands clause.—It is held that any interest in or concerning land is within the next branch, whether it be legal or equitable.⁵² A contract to let furnished lodgings is within it, *Edge v. Strafford*, 1 Cr. & J. 39; *Inman v. Stamp*, 1 Stark. 12; but not a contract for board and lodging generally, *Wright v. Stavert*, 2 E. & E. 721. An agreement by a benefited clergyman, to suffer the profits of his living to be received by a third party for the payment of his debts, has been held to be a contract **531** relating to an interest in *land, *Alchin v. Hopkins*, 1 Bing. N. C. 99.⁵³ An agreement to give a mortgage of real estate is within the Statute, *Clabaugh v. Byerly*, 7 Gill, 354,⁵⁴ but not an agreement to give

⁵² A sale of debentures charged on all of a company's property, some of which consists of chattels real, is within the fourth section of the Statute. *Driver v. Broad*, (1893) 1 Q. B. 539, 744. A sale of the building materials of a house to be taken down and removed by the purchaser within a stipulated time is within the fourth section but not the seventeenth. *Lavery v. Pursell*, 39 Ch. D. 508.

A contract to devise both real and personal property is within the fourth section as to the realty and within the seventeenth section as to the personalty. *Hamilton v. Thirston*, 93 Md. 218; *Semmes v. Worthington*, 38 Md. 298.

But the fourth section refers by its terms and meaning to contracts for the sale of land or any interest in or concerning them, and not to collateral or independent undertakings outside of such contracts, such as representations by the seller at a foreclosure sale as to when a purchaser could get possession. *Lamm v. Port Dep. Asso.*, 49 Md. 233. See also *Horner v. Frazier*, 65 Md. 1; *Collins v. Collins*, 98 Md. 475; and note 54 *infra*. So a contract employing another to purchase land is not within the Statute. *Baker v. Wainwright*, 36 Md. 336.

⁵³ So a contract assigning rents from land. *Ex parte Hall*, 10 Ch. D. 615. Cf. *Horsley v. Graham*, L. R. 5 C. P. 9; *Wells v. Grimoldby*, L. R. 10 C. P. 402.

⁵⁴ But a contract by which the plaintiff agreed to hold in readiness for six months a designated sum of money and lend it to the defendant upon the security of a mortgage upon certain land, if requested to do so by the defendant within that time, and by which the defendant agreed to pay interest upon said sum until the loan was made is not within the Statute,—since the defendant was not bound to execute a mortgage, nor the plaintiff to accept one. *Ehlen v. Selden*, 99 Md. 699. So a contract